

U.S. COURTS

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FEE PAID  
RCPT # 83162

Attorneys for Bank of America, N.A.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO  
(Boise)

In Re:	)	
	)	Case No. 01-01998 TLM
JAMES CLINT PERRITTE and STEPHANIE	)	
RENEE PERRITTE fka Stephanie Hayes aka	)	Chapter 13
Stephanie Lee,	)	
	)	MOTION FOR RELIEF
	)	FROM AUTOMATIC STAY
	)	
Debtors.	)	
_____	)	

Bank of America, N.A., formerly known as Bank of America National Trust and Savings Association, successor-in-interest by merger to Seattle-First National Bank, a/k/a Seafirst Bank ("Bank of America"), by and through its attorneys of record, Hawley Troxell Ennis & Hawley LLP, hereby moves that Bank of America be granted relief from automatic stay as to the

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property more particularly described as 1999 Chevrolet Silverado Pickup C1500, Vehicle Identification No. 1GCEK19T1XE177544 ("Vehicle"), on the following grounds:

1. On or about the 20th day of April, 1999, James C. Perritte, the Debtor herein, ("Debtor") and Kelly B. Perritte, entered into a Motor Vehicle Lease Agreement to lease the Vehicle ("Lease Agreement") from Roundtree Chevrolet, Inc., in Boise, Idaho. The Lease Agreement was subsequently assigned to Bank of America. Attached hereto as Exhibit A is a true and correct copy of the Lease Agreement and Assignment, which are incorporated by reference.
2. In the Lease Agreement, the Debtor and Kelly B. Perritte agreed to lease the Vehicle for a period of 48 months. The Debtor and Kelly B. Perritte agreed to make lease payments pursuant to such Lease Agreement, in the monthly sum of \$423.95, with the first payment due at lease signing and continuing thereafter on the 3rd day of June, 1999 for a period of 47 months.
3. On or about May 13, 1999, a Certificate of Title was recorded with the Idaho Department of Transportation listing Bank of America as the lessor of the Vehicle and the Debtors as the Lessee. Attached hereto as Exhibit B is a true and correct copy of the Certificate of Title from the Idaho Department of Transportation setting forth this information, which is incorporated by reference.
4. Bank of America is the titled owner of the Vehicle and duly perfected pursuant to Idaho Code § 49-510.
5. On July 3, 2001, the Debtors filed a Chapter 13 Plan in which they have assumed the lease with Bank of America payable outside the plan. The Plan was confirmed on November 6, 2001.

6. The Debtors have failed to make full and complete payments to Bank of America for the Vehicle in the sum of \$423.95 per month since November 3, 2002. As of February 10, 2003, the Debtors are delinquent in the sum of \$1,271.85. Attorney fees, costs, and interest continue to accrue.

7. The Debtors have no equity in the Vehicle, as the Debtors have no ownership interest, only a leasehold interest. As of January 29, 2003, the payoff due under the Lease Agreement was \$19,702.65, and the purchase price of the Vehicle at the end of the term of the Lease Agreement is the residual sum of \$18,010.29, plus fees and taxes of \$964.12.

8. Without the benefit of inspection, the fair market value of the Vehicle, according to the NADA Appraisal Guide, is \$17,400.00.

9. Debtors have possession of the Vehicle and have not surrendered the same to Bank of America. The Debtors have a confirmed Chapter 13 Plan, which makes provision to assume the Lease, according to its terms, but have defaulted in three (3) monthly payments.

10. Absent the filing of the Chapter 13 proceeding, Bank of America would have obtained possession of its Vehicle for the Debtors' default. Unless this Court permits Bank of America to proceed with an action to obtain immediate possession of its Vehicle, Bank of America will suffer great and irreparable damage and injury by reason of the fact that it is not receiving any monthly payments on the Vehicle, the Debtors are in default of an assumed Lease, and the Vehicle is deteriorating in value. Bank of America is entitled to relief from automatic stay pursuant to 11 U.S.C. § 362(d)(1) and § 362(d)(2).

11. Based upon the failure to make full and complete payments since November 3, 2002, and the lack of equity in the Vehicle, Bank of America requests the Court to find good

cause to waive the ten (10) day stay period of the effectiveness of the Order under FED. BANKR. R. 4001(a)(3).

12. Pursuant to Rule 4001.2 of the Local Bankruptcy Rules, any party in interest may oppose this motion by filing and serving on the moving party a written objection thereto at least five days prior to the preliminary hearing. The objection shall reasonably identify those matters contained in the motion which are to be at issue, and any other basis for opposition to the motion. Absent the filing of a timely response, the Court may grant the relief sought without a hearing. The written objection need not be filed if the moving party sets a preliminary hearing for less than 20 days after the filing of the motion. However, the opposing party must be prepared to present the information required by this rule at the preliminary hearing.

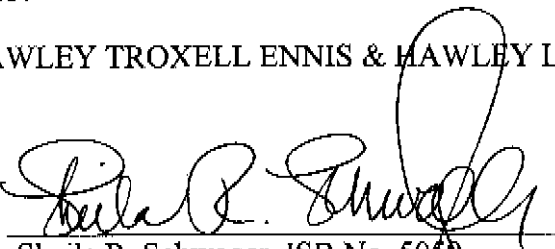
13. Pursuant to Rule 4001.2 of the Local Bankruptcy Rules and 11 U.S.C. § 362(e), 30 days after a request under subsection (d) of this section [362] for relief from the stay of any act against property of the estate under subsection (a) of this section, such stay is terminated with respect to the party in interest making such request, unless the Court, after notice and a hearing, orders such stay continued in effect pending the conclusion of, or as a result of, a final hearing and determination under subsection (d) of this section.

WHEREFORE, Bank of America prays that it be granted relief from the automatic stay as to the Vehicle so that it may foreclose upon its security interest pursuant to state law, and that it have such other and further relief as is just and proper.

DATED THIS 13th day of February, 2003.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By



Sheila R. Schwager, ISB No. 5019  
Attorneys for Bank of America, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of February, 2003, I caused to be served a true copy of the foregoing MOTION FOR RELIEF FROM AUTOMATIC STAY by the method indicated below, and addressed to each of the following:

James C. Perritte  
Stephanie R. Perritte  
9273 W. Calico Street  
Boise, ID 83709

☒ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Telecopy

Jon R. Wilson, Esq.  
4614 Emerald Street  
Boise, ID 83706

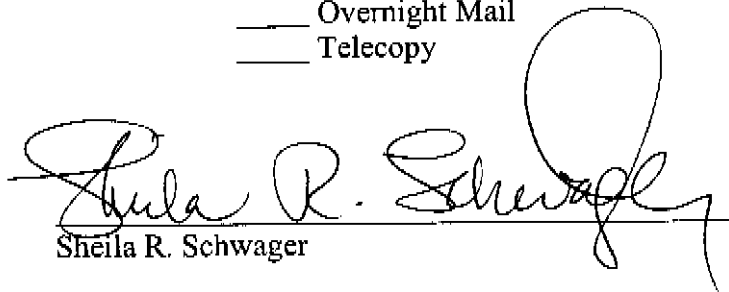
☒ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Telecopy

Bernie R. Rakozy, Trustee  
P.O. Box 1738  
Boise, ID 83701

☒ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Telecopy

Kelly B. Perritte  
9753 W. Linstock Lane  
Boise, ID 83704


☒ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Telecopy

  
Sheila R. Schwager



NAME: WALTER SSN: 444-44-4444 DOB: 01/01/01 SEX: M RACE: W HEIGHT: 5'10" WEIGHT: 180 EYES: B HAIR: B SKIN: F BLOOD TYPE: O MARITAL STATUS: S RELIGION: C OCCUPATION: DRIVER ADDRESS: 12345 MAIN ST, APT 101, NEW YORK, NY 10001 PHONE: 212-555-1234 FAX: 212-555-5678 EMAIL: WALTER@EXAMPLE.COM SIGNATURE: [Signature] DATE: 01/01/01 TIME: 12:00 BY: WALTER FOR: WALTER USE: WALTER PURPOSE: WALTER

[illegible]

Credit Life and Disability Insurance 	The following items are on a 2015 Year-Endary. A deductible which exceeds the term of policy, will be provided. Your are covered insurance. Please specify which apply to you:		Please sign below to verify your is correct.
	<input type="checkbox"/> Credit Life Insurance <input type="checkbox"/> Credit Life and Disability Insurance <input type="checkbox"/> Credit Life and Disability Insurance The coverage is for a term of <u>                    </u> months and ends <u>                    </u> The payment is \$ <u>                    </u> <u>                    </u>	<input type="checkbox"/> Credit Life and Disability Insurance <input type="checkbox"/> Credit Life and Disability Insurance <input type="checkbox"/> Credit Life and Disability Insurance The coverage is for a term of <u>                    </u> months and ends <u>                    </u> The payment is \$ <u>                    </u> <u>                    </u>	I, <u>                    </u> , do hereby certify that the above information is true and correct. Signature of policy owner: <u>                    </u> Date: <u>                    </u>

27. How Your Laptop and Cell Reception is Destroyed

[illegible][illegible][illegible]

**Company Name:** [REDACTED]  
**Address:** [REDACTED]  
**City:** [REDACTED] **State:** [REDACTED] **Zip:** [REDACTED]

CUSTOMER'S NAME \_\_\_\_\_  
NAME \_\_\_\_\_

OLSON, CAROL ANN  
18100 104th Ave N  
Capitol Hill, MN 55103  
NZA

[illegible]

**CHINA'S RACE TO SPACE**

The Chinese government has announced that it will launch its first satellite by the end of 1980. This marks a significant milestone in China's space program, which has been developing since the late 1970s.

The satellite, named "Jianping-1," is expected to weigh about 1,000 kilograms and will orbit at an altitude of approximately 1,000 kilometers. It will carry various scientific instruments and transmit data back to Earth.

This achievement demonstrates China's growing capabilities in aerospace technology and its commitment to advancing its space exploration efforts.

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1. The first step in the process of the investigation is to identify the problem. This is done by the investigator who is assigned to the case. The investigator will then gather information about the problem and the people involved. This information will be used to develop a plan of action.

Estimated, 1988 and 1989: The year with highest and lowest official trade agreements. Source: U.S. Census Bureau, 1990. 200-11

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### Important Notices

**WARNING: EARLY TERMINATION UNDER THIS PLAN MAY RESULT IN SIGNIFICANT LOSSES TO YOU.**

READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ALL PROVISIONS BEFORE SIGNING. GET ALL PROMISES IN WRITING. ORAL PROMISES ARE DIFFICULT TO ENFORCE.

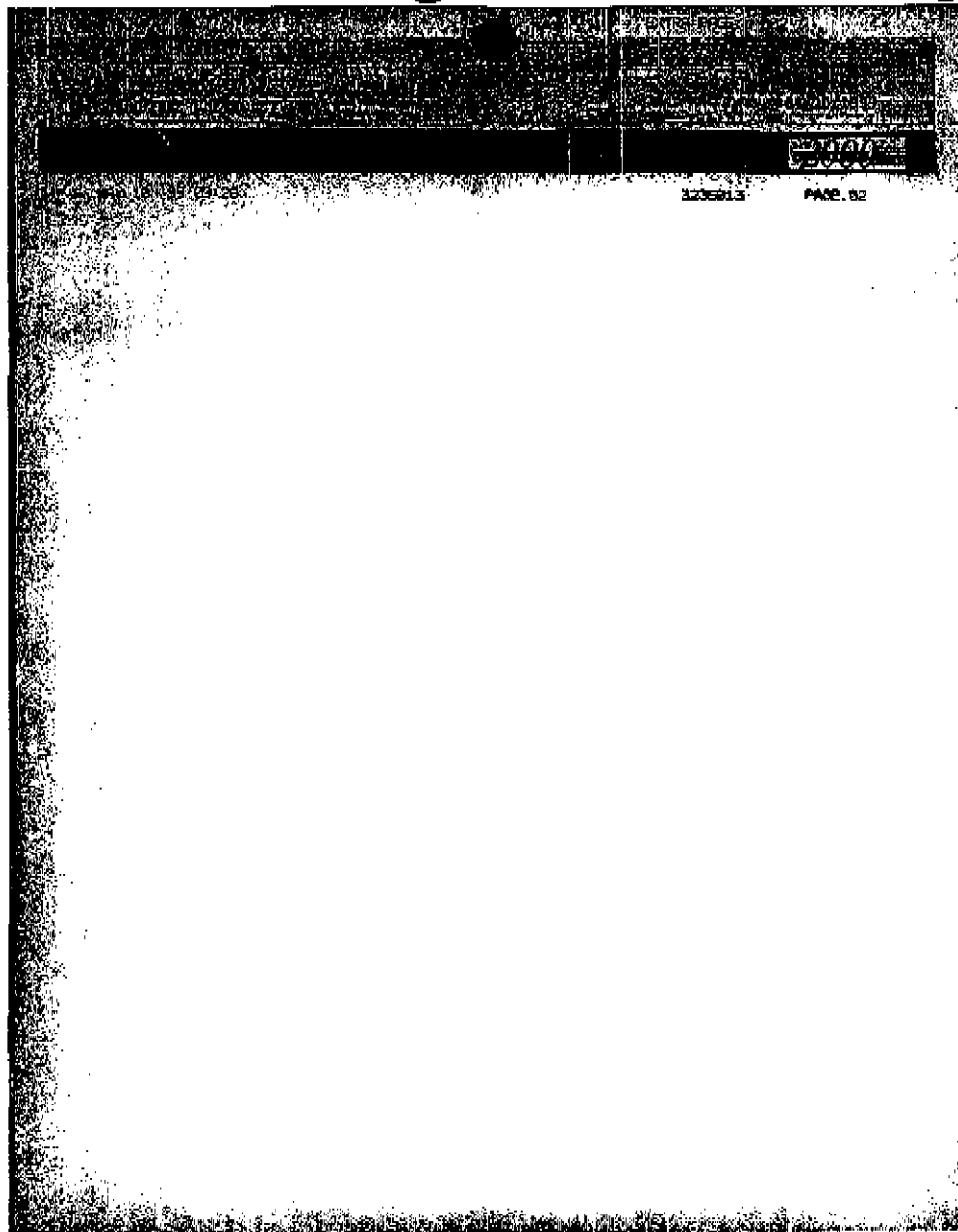
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DATE 08-20-2009 BY 60322 UCBAW

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# CERTIFICATE OF TITLE

LOCAL LICENSE 177544

YEAR 1999 MAKE CHEV BODY PK MODEL TK DESCRIPTION 4WD

SALES TAX AND LICENSE FEE

ODOMETER READING 68 ACTUAL

DATE 04/20/1999

SALES TAX 93022093

DATE 07/02/2002

WEIGHT LENGTH WIDTH HULL HORSEPOWER PROPULSION

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

SEATTLE FIRST NATIONAL BANK LSR  
FERRITE, JAMES C LSR  
FERRITE, KELLY B LSR  
PO BOX 3828  
SEATTLE, WA 98124



Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Transfer of Title - Transfer to owner of vehicle without title.

DATE: [REDACTED]

☐ No Release of Lien ☐ Release

☐ Release of Lien ☐ No Release

SELLING PRICE

BUYER'S PRINTED NAME

I am aware that if I apply for title or license, I must do so within 30 days of purchase of a 1990 or later vehicle. I am also aware of the odometer regulations made by the state.

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EXHIBIT B